

**BEFORE THE KANSAS CORPORATION COMMISSION
OF THE STATE OF KANSAS**

In the Matter of the Joint Application of)
Sunflower Electric Power Corporation, Prairie Land)
Electric Cooperative, Inc., The Victory Electric)
Cooperative Association, Inc., and Western) Docket No. 21-SEPE-049-TAR
Cooperative Electric Association, Inc., for Approval of)
Continuation of 34.5kV Formula-Based Rates and)
Updated 34.5kV Loss Factors.)
)
)
)
)

In the Matter of the Joint Application of Sunflower)
Electric Power Corporation and Southern Pioneer)
Electric Company for the Approval of an Updated) Docket No. 21-SEPE-047-TAR
34.5kV Loss Factor in the Local Access Delivery)
Service Tariff)
)
)
)

COMPLIANCE FILING

COMES NOW, Sunflower Electric Power Corporation (“Sunflower”), and four of its member-owners, Southern Pioneer Electric Company, (“Southern Pioneer”), Prairie Land Electric Cooperative, Inc. (“Prairie Land”), The Victory Electric Cooperative Association, Inc. (“Victory”), and Western Cooperative Electric Association, Inc. (“Western”) (individually a “Member” and collectively the “Members”) (collectively Sunflower and the Members, the “Joint Filers”) hereby file this Compliance Filing pursuant to the Settlement Agreements reached in the above-captioned matters.

Introduction and Background

I. Docket No. 21-SEPE-047-TAR

1. On July 28, 2020, Sunflower and Southern Pioneer filed a joint application seeking approval from the State Corporation Commission of the State of Kansas

(“Commission”) of an updated 34.5 kV loss factor in Southern Pioneers Local Access Delivery Service (“LADS”) Tariff in Docket No. 21-SEPE-047-TAR.

2. On August 4, 2020, the Kansas Electric Power Cooperative, Inc. (“KEPCo”), filed a Petition to Intervene, in Docket No. 21-SEPE-047-TAR, which was granted by the Commission on August 18, 2020.

3. On August 10, 2020, the Kansas Municipal Energy Agency (“KMEA”) filed a Petition to Intervene, in Docket No. 21-SEPE-047-TAR, which was granted by the Commission on August 18, 2020.

4. On August 11, 2020, the Kansas Power Pool, Inc. (“KPP”) filed a Petition to Intervene, in Docket No. 21-SEPE-047-TAR, which was granted by the Commission on August 27, 2020.

5. On October 29, 2020, the Commission issued an Order Designating Presiding Officer and Setting Procedural Schedule in Docket No. 21-SEPE-047-TAR, setting forth dates for direct testimony, settlement discussions, hearings, and briefing.

6. Consistent with the procedural schedule, all parties to Docket No. 21-SEPE-047-TAR met to discuss possible resolution of the issues on January 25, 2021. As a result of those discussions, the parties to Docket No. 21-SEPE-047-TAR were able to reach an agreement on all issues in that proceeding.

7. The parties in Docket No. 21-SEPE-047-TAR entered into a Unanimous Settlement Agreement. Among other agreements, Sunflower and Southern Pioneer agreed to apply KEPCo’s proposed 1.41% Distribution Transformer loss factor to any Network Integrated Transmission Service Agreement (“NITSA”) under the Mid-Kansas Open Access Transmission Tariff (“MKEC OATT”) for each delivery point on Southern

Pioneer's 34.5kV local access delivery system that, at the time of the Settlement Agreement, listed a 2.1% Distribution Transformer loss factor.¹

II. Docket No. 21-SEPE-049-TAR

8. On July 29, 2020, Sunflower and Prairie Land, Victory, and Western filed a joint application seeking continuation of Prairie Land's, Victory's, and Western's respective 34.5 kV Formula-Based Rates ("34.5 kV FBR(s)"), as approved in Docket No. 16-MKEE-023-TAR and updated 34.5 kV loss factors in Prairie Land's, Victory's, and Western's respective LADS Tariffs in Docket No. 21-SEPE-049-TAR.

9. On August 5, 2020, KEPCo filed a Petition to Intervene, in Docket No. 21-SEPE-049-TAR, which was granted by the Commission on August 13, 2020.

10. On August 10, 2020, KMEA filed a Petition to Intervene, in Docket No. 21-SEPE-049-TAR, which was granted by the Commission on August 18, 2020.

11. On September 1, 2020, KPP filed a Petition to Intervene, in Docket No. 21-SEPE-049-TAR, which was granted by the Commission on September 15, 2020.

12. On November 17, 2020, the Commission issued an Order Designating Presiding Officer and Setting Procedural Schedule in Docket No. 21-SEPE-049-TAR, setting forth dates for direct testimony, settlement discussions, hearings, and briefing.

13. Consistent with the procedural schedule, all parties to Docket No. 21-SEPE-049-TAR met to discuss possible resolution of the issues on February 8, 2021. As a result of those discussions, the parties to Docket No. 21-SEPE-049-TAR were able to reach an agreement on all issues in that proceeding.

¹ Unanimous Settlement Agreement, Docket No. 21-SEPE-047-TAR, at ¶ 12(b).

14. The parties in Docket No. 21-SEPE-049-TAR entered into a Unanimous Settlement Agreement. Among other agreements, Sunflower, Prairie Land, Victory, and Western agreed to apply KEPCo's proposed 1.44% Distribution Transformer loss factor to any NITSA under the MKEC OATT for each delivery point on Prairie Land's, Victory's, and Western's 34.5kV local access delivery system that, at the time of the Settlement Agreement, listed a 2.1% Distribution Transformer loss factor.²

15. Sunflower, Prairie Land, Victory, and Western also agreed in the Unanimous Settlement Agreement to make a compliance filing to update the NITSAs to reflect the 1.44% Distribution Transformer loss factor.³

Compliance with Unanimous Settlement Agreements

16. The Unanimous Settlement Agreement in Docket No. 21-SEPE-049-TAR included an agreement that Sunflower, Prairie Land, Victory, and Western would make a compliance filing indicating that any NITSA under the MKEC OATT for each delivery point on Prairie Land's, Victory's, and Western's 34.5kV local access delivery system that, at the time of the Settlement Agreement, listed a 2.1% Distribution Transformer loss factor, would reflect the agreement reached in that docket to use KEPCo's proposed 1.44% Distribution Transformer loss factor.

17. Although the Unanimous Settlement Agreement in Docket No. 21-SEPE-047-TAR did not include an agreement to make a compliance filing, in that docket Sunflower and Southern Pioneer agreed that any NITSA under the MKEC OATT would reflect their agreement reached in that docket to use KEPCo's proposed 1.41% Distribution

² Unanimous Settlement Agreement, Docket No. 21-SEPE-049-TAR, at ¶ 15(c).

³ *Id.*

Transformer loss factor for each delivery point on Southern Pioneer's 34.5kV local access delivery system that, at the time of the Settlement Agreement, listed a 2.1% Distribution Transformer loss factor.

18. In practice, the loss factor changes agreed to in both Docket No. 21-SEPE-047-TAR and Docket No. 21-SEPE-049-TAR are controlled by a single NITSA between Sunflower (as successor by merger to Mid-Kansas Electric Company, Inc., formerly known as Mid-Kansas Electric Company, LLC) and KEPCo.

19. Sunflower and KEPCo have updated their NITSA to reflect the loss factor rate changes agreed to in the Unanimous Settlement Agreements reached in Docket Nos. 21-SEPE-047-TAR and 21-SEPE-049-TAR, respectively.

20. Sunflower and KEPCo have also agreed upon non-substantive housekeeping edits to include in the updated NITSA, which are unrelated to agreements in Docket Nos. 21-SEPE-047-TAR and 21-SEPE-049-TAR.

21. Pursuant to the Unanimous Settlement Agreement reached in Docket No. 21-SEPE-049-TAR, Joint Filers now make this Compliance Filing evidencing the update to Sunflower's NITSA reflecting the adoption of KEPCo's proposed 1.44% Distribution Transformer loss factor by Sunflower, Prairie Land, Victory, and Western.

22. Further, to avoid confusion that may arise due to both in both Docket No. 21-SEPE-047-TAR and Docket No. 21-SEPE-049-TAR addressing changes to loss factor rates that are reflected in a single NITSA, this Compliance Filing is captioned for both Docket No. 21-SEPE-047-TAR and Docket No. 21-SEPE-049-TAR, and will also be filed in Docket No. 21-SEPE-047-TAR to evidence the update to the NITSA reflecting the adoption

of KEPCo's proposed 1.41% Distribution Transformer loss factor by Sunflower and Southern Pioneer.

23. A redlined copy of the original NITSA reflecting the changes described above is attached as Exhibit A to this Compliance Filing.


24. A clean, fully executed version of the updated NITSA is attached as Exhibit B to this Compliance Filing.

WHEREFORE, the Joint Filers pray that the Commission take notice and confirm their compliance with the Unanimous Settlement Agreements reached in both Docket No. 21-SEPE-047-TAR and Docket No. 21-SEPE-049-TAR regarding Joint Filers agreements to KEPCo's proposed loss factor rates.

Respectfully submitted,

/s/ Lindsay A. Campbell
Lindsay A. Campbell (#23276)
Executive Vice President – Assistant CEO &
General Counsel
Southern Pioneer Electric Company
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**COUNSEL FOR SUNFLOWER ELECTRIC
POWER CORPORATION, PRAIRIE LAND
ELECTRIC COOPERATIVE, INC., THE
VICTORY ELECTRIC COOPERATIVE
ASSOCIATION, INC., AND WESTERN
COOPERATIVE ELECTRIC ASSOCIATION,
INC.**

VERIFICATION

STATE OF KANSAS)
)
COUNTY OF BARTON) ss:

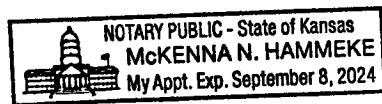
Taylor P. Calcara, of lawful age, being first duly sworn on oath states:

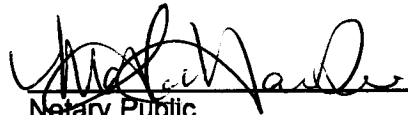
That he is counsel for Sunflower Electric Power Corporation, Prairie Land Electric Cooperative, Inc., The Victory Electric Cooperative Association, Inc., and Western Cooperative Electric Association, Inc.; that he has read the foregoing pleading and knows the contents thereof; and that the facts therein are true and correct to the best of his knowledge, information, and belief.



Taylor P. Calcara

SUBSCRIBED AND SWORN to before me this 14th day of June, 2021.





Notary Public

My Commission expires: Sept. 8, 2024

EXHIBIT A

Redline of KEPCo NITSA

(Attached)

ATTACHMENT F

SERVICE AGREEMENT FOR NETWORK INTEGRATION TRANSMISSION SERVICE

This Network Integration Transmission Service Agreement ("Service Agreement") is entered into this ~~11th~~^{1st} day of ~~January, 2012~~^{May, 2021}, by and between **Kansas Electric Power Cooperative, Inc.** ("KEPCo" or "Network Customer"), and **Sunflower Electric Power Corporation, as successor by merger with Mid-Kansas Electric Company, Inc., formerly known as Mid-Kansas Electric Company, LLC** ("~~Mid-Kansas~~Sunflower" or "Transmission Provider"). The Network Customer and Transmission Provider shall be referred to individually as "Party" and collectively as "Parties."

WHEREAS, the Transmission Provider has determined that the Network Customer has made a valid request for Network Integration Transmission Service in accordance with the Transmission Provider's Open Access Transmission Tariff ("Tariff") filed with the Kansas Corporation Commission ("Commission"), as it may from time to time be amended;

WHEREAS, the Transmission Provider administers Network Integration Transmission Service for Transmission Owners of the 34.5 kV and lower voltage facilities used to serve Network Customer and acts as agent for the Transmission Owners in providing service under the Tariff;

WHEREAS, the Network Customer has represented that it is an Eligible Customer under the Tariff; and

WHEREAS, the Parties intend that capitalized terms used herein shall have the same meaning as in the Tariff.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, the Parties agree as follows:

- 1.0** The Transmission Provider agrees, during the term of this Service Agreement, as it may be amended from time to time, to provide Network Integration Transmission Service in accordance with the Tariff to enable delivery of power and energy from the Network Customer's Network Resources that the Network Customer has committed to meet its load.

- 2.0** The Network Customer agrees to take and pay for Network Integration Transmission Service in accordance with the provisions of Parts I, III and V of the Tariff and this Service Agreement with attached specifications.
- 3.0** The terms and conditions of such Network Integration Transmission Service shall be governed by the Tariff, as in effect at the time this Service Agreement is executed by the Network Customer, or as the Tariff is thereafter amended or by its successor tariff, if any. The Tariff, as it currently exists, or as it is hereafter amended, is incorporated in this Service Agreement by reference. In the case of any conflict between this Service Agreement and the Tariff, the Tariff shall control. The Network Customer has been determined by the Transmission Provider to have a Completed Application for Network Integration Transmission Service under the Tariff. The completed specifications are based on the information provided in the Completed Application and are incorporated herein and made a part hereof as Attachment 1.
- 4.0** Service under this Service Agreement shall commence on such date as it is permitted to become effective by the Commission. This Service Agreement shall be effective coterminous with that certain Service Agreement for Network Integration Transmission Service by an between Network Customer and the Southwest Power Pool, Inc. (SPP NITSA) as such SPP NITSA shall be in effect from time to time provided that this Service Agreement may be terminated by the Network Customer by giving the Transmission Provider one-year advance written notice or by the mutual written consent of the Transmission Provider and Network Customer. Upon termination, the Network Customer remains responsible for any outstanding charges, including all costs incurred and apportioned or assigned to the Network Customer under this Service Agreement.
- 5.0** The Transmission Provider and Network Customer have executed a Network Operating Agreement as required by the Tariff.
- 6.0** Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated

below. Such representative and address for notices or requests may be changed from time to time by notice by one Party or the other.

~~Mid-KansasSunflower~~ (Transmission Provider)
~~Mid-KansasSunflower~~ Electric ~~Company, LLC~~Power
Corporation

President and CEO
301 West 13th Street
P.O. Box ~~980~~1020
Hays, Kansas 67601
Phone: 800-354-3638
Fax: 785-623-3395

KEPCo (Network Customer)
Kansas Electric Power Cooperative, Inc.
Executive Vice President/CEO
Kansas Electric Power Cooperative, Inc.
600 S.W. Corporate View
P.O. Box 4877
Topeka, Kansas 66604
Phone: 785-273-7010
Fax: 785-271-4888

- 7.0** This Service Agreement shall not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld. However, either Party may, without the need for consent from the other, transfer or assign this Service Agreement to any person succeeding to all or substantially all of the assets of such Party. However, the assignee shall be bound by the terms and conditions of this Service Agreement. Notwithstanding the foregoing, KEPCo's interest in this Agreement may be assigned, transferred, mortgaged or pledged by KEPCo without the consent of the other Parties for the purpose of creating a security interest for the benefit of the United States of America, acting through Rural Utilities Service (RUS), and thereafter the RUS, without the approval of the Parties or their Lenders, may cause the RUS's interest in this Agreement to be sold, assigned, transferred or otherwise disposed of to a third party.

8.0 Nothing contained herein shall be construed as affecting in any way the Transmission Provider's or a Transmission Owner's right to unilaterally make application to the Commission, or other regulatory agency having jurisdiction, for any change in the Tariff or this Service Agreement under applicable law and any rules and regulations promulgated thereunder, or the Network Customer's rights under applicable law and rules and regulations promulgated thereunder.

9.0 By signing below, the Network Customer verifies that all information submitted to the Transmission Provider to provide service under the Tariff is complete, valid and accurate, and the Transmission Provider may rely upon such information to fulfill its responsibilities under the Tariff.

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

TRANSMISSION PROVIDER

NETWORK CUSTOMER

Signature

Signature

Stuart S. Lowry
Printed Name

Suzanne Lane
Printed Name

President and CEO
Title

Executive Vice President and CEO
Title

Date

Date

Attachment 1 to the Network Integration Transmission Service Agreement

**BETWEEN ~~MID-KANSAS~~SUNFLOWER ELECTRIC ~~COMPANY, LLC~~POWER
CORPORATION and
KANSAS ELECTRIC POWER COOPERATIVE, INC.**

SPECIFICATIONS FOR NETWORK INTEGRATION TRANSMISSION SERVICE

1.0 Network Resources

The Network Resources are listed in Appendix 1.

2.0 Network Loads

The Network Load consists of the bundled native load or its equivalent for Network Customer load in the Sunflower Electric Power Corporation (Sunflower) Control Area as listed in Appendix 2.

The Network Customer's Network Load shall be measured on an hourly integrated basis, by suitable metering equipment located at each connection and delivery point, and each generating facility. The meter owner shall cause to be provided to the Transmission Provider, Network Customer and applicable Transmission Owner, on a monthly basis such data as required by Transmission Provider for billing. The Network Customer's load shall be adjusted, for settlement purposes, to include applicable Transmission Owner transmission and distribution losses, as applicable, as specified in Sections 8.5 and 8.6, respectively. For a Network Customer providing retail electric service pursuant to a state retail access program, profiled demand data, based upon revenue quality non-IDR meters, may be substituted for hourly integrated demand data.

Measurements taken and all metering equipment shall be in accordance with the Transmission Provider's standards and practices for similarly determining the Transmission Provider's load. The actual hourly Network Loads, by delivery point, internal generation site and point where power may flow to and from the Network Customer, with separate readings for each direction of flow, shall be provided.

3.0 Affected Control Areas and Intervening Systems Providing Transmission Service

The affected control area is Sunflower. The intervening systems providing transmission service are [none].

4.0 Electrical Location of Initial Sources

See Appendix 1.

5.0 Electrical Location of the Ultimate Loads

The loads of KEPCo identified in Section 2.0 hereof as the Network Load are electrically located within the Sunflower Control Area.

6.0 Delivery Points

The delivery points are the interconnection points of KEPCo identified in Section 2.0 as the Network Load.

7.0 Receipt Points

The Points of Receipt are listed in Appendix 2.

8.0 Compensation

Service under this Service Agreement may be subject to some combination of the charges detailed below. The appropriate charges for individual transactions will be determined in accordance with the terms and conditions of the Tariff.

8.1 Transmission Charge

Monthly Demand Charge shall be the Divisional, Local Access Delivery Service Monthly Rate in the Tariff, billed to Local Points of Delivery identified in Appendix 3.

8.2 System Impact and/or Facility Study Charge

Studies may be required in the future to assess the need for system reinforcements in light of the ten-year forecast data provided. Future charges, if required, shall be in accordance with Section 32 of the Tariff.

8.3 Direct Assignment Facilities Charge

8.4 Ancillary Service Charges

8.4.1 The following Ancillary Services are required under this Service Agreement.

- a) Scheduling, System Control and Dispatch Service per Schedule 1 of the Tariff.
- b) Tariff Administration Service per Schedule 1-A of the Tariff.
- c) Reactive Supply and Voltage Control from Generation Sources Service per Schedule 2 of the Tariff.
- d) Regulation and Frequency Response Service per Schedule 3 of the Tariff.
- e) Energy Imbalance Service per Schedule 4 of the Tariff.
- f) Operating Reserve – Spinning Reserve Service per Schedule 5 of the Tariff.
- g) Operating Reserve – Supplemental Reserve Service per Schedule 6 of the Tariff.

The Ancillary Services may be self-supplied by the Network Customer or provided by a third party in accordance with Sections 8.4.2 through 8.4.4, with the exception of the Ancillary Services for Schedules 1, 1-A, and 2, which must be purchased from the Transmission Provider.

8.4.2 In accordance with the Tariff, when the Network Customer elects to self-supply or have a third party provide Ancillary Services, the Network Customer shall indicate the source for its Ancillary Services to be in effect for the upcoming calendar year in its annual forecasts. If the Network Customer fails to include this information with its annual forecasts, Ancillary Services will be purchased from the Transmission Provider in accordance with the Tariff.

8.4.3 When the Network Customer elects to self-supply or have a third party provide Ancillary Services and is unable to provide its Ancillary Services, the Network Customer will pay the Transmission Provider for such services and associated penalties in accordance with the Tariff as a result

of the failure of the Network Customer's alternate sources for required Ancillary Services.

8.4.4 All costs for the Network Customer to supply its own Ancillary Services shall be the responsibility of the Network Customer.

8.5 Real Power Losses – Transmission

8.6 Real Power Losses – Distribution

The Network Customer shall replace losses in accordance with the Tariff. Loss repayment shall include provision for losses in the Transmission System plus any transformation losses shown in Appendix 3, provided that the transformer loss factor shown in Appendix 3 shall not apply where transformer loss compensation is included in the delivery point meter settings. To the extent that the Network Customer pays for losses pursuant to the SPP NITSA, it shall not be obligated to pay duplicative charges under the Tariff.

8.7 Power Factor Correction Charge

The Network Customer shall provide adequate reactive compensation for its Network Load to maintain the load power factor at each of the delivery points shown in Appendix 3 between .95 lagging and .98 leading. The Network Customer will correct conditions that result in excessive reactive flows as soon as practical upon notification from the Transmission Provider. If the condition is not promptly corrected, the Network Customer shall compensate the Transmission Provider for excessive reactive flows at a rate consistent with SPP market practices. The Parties shall maintain the system voltages on their respective side of the Receipt Point in accordance with Good Utility Practice.

8.8 Re-dispatch Charge

Re-dispatch charges shall be in accordance with Section 33.3 of the Tariff.

8.9 Wholesale Distribution Service Charge

8.10 Network Upgrade Charges

8.11 Meter Data Processing Charge

8.12 Other Charges

9.0 Credit for Network Customer-Owned Transmission Facilities

10.0 Designation of Parties Subject to Reciprocal Service Obligation

11.0 Other Terms and Conditions

APPENDIX 1

Network Resources of KEPCo As Shown in the Appendix 1 of the SPP NITSA

**On the condition that KEPCo has provided ~~Mid-Kansas~~Sunflower with a copy of
all applications and related correspondence concerning additional Network
Resources at the same time it provides such information to SPP.**

APPENDIX 2

Receipt Points of

KEPCo

As Shown in Appendix 2 to the SPP NITSA

On the condition that KEPCo has provided ~~Mid-Kansas~~Sunflower with a copy of all applications and related correspondence concerning additional Receipt Points at the same time it provides such information to SPP.

APPENDIX 3 LOCAL POINTS OF DELIVERY

Prairie Land Division				
Name: Location	KEPCo Member	Delivery Volt. (kV)	Metered Volt. (kV)	Transformation % Loss Factor
Clifton: SE 1/4 , NE 1/4 Sec. 23, T6S, R1E, Clay Co.	Bluestem	34.5	12.5	<u>2-1.44%</u>
Greenleaf: NW 1/4, NW 1/4 Sec. 15, T4S, R4E, Wash. Co.	Bluestem	34.5	12.5	<u>2-1.44%</u>
Linn: SW 1/4 Sec. 24, T4S, R3E, Washington Co.	Bluestem	34.5	2.4	<u>2-1.44%</u>
Northern Natural: NE 1/4 Sec.24, T5S, R1E, Wash. Co.	Bluestem	34.5	<u>34.50.48</u>	<u>2-1%N/A¹</u>
Washington: NW 1/4 Sec. 3, T3S, R3E, Washington Co.	Bluestem	34.5	12.5	<u>2-1.44%</u>
Glasco: NE 1/4 Sec. 30, T8S, R4W, Cloud Co.	DS&O	34.5	12.5	<u>2-1.44%</u>
Phillipsburg: SE 1/4 Sec. 25, T3S, R18W, Phillips Co.	Prairie Land	34.5	12.5	2-1%
Rooks County: NW 1/4 Sec. 11, T7S, R18W, Rooks Co.	Prairie Land	34.5	34.5	N/A
Wilkens: SW 1/4, SE 1/4 Sec. 11, T8S, R18W, Rooks Co.	Prairie Land	34.5	12.5	2-1%
Webster: NW 1/4 Sec. 34, T8S, R10W, Rooks Co.	Prairie Land	34.5	12.5	2-1%
Alton: SE 1/4 Sec. 25, T3S, R15W, Smith Co.	Rolling Hills	34.5	12.5	<u>2-1.44%</u>
Ames: SW 1/4 Sec. 32, T5S, R1W, Cloud Co.	Rolling Hills	34.5	12.5	<u>2-1.44%</u>
Bellaire: NW 1/4 Sec. 23, T3S, R12W, Smith Co.	Rolling Hills	34.5	12.5	<u>2-1.44%</u>
Cedar: SE 1/4 Sec. 25, T3S, R15W, Smith Co.	Rolling Hills	34.5	12.5	<u>2-1.44%</u>
Clifton: SW 1/4 Sec.13, T5S, R1E, Washington Co.	Rolling Hills	34.5	12.5	<u>2-1.44%</u>
Concordia: SE 1/4, NE 1/4 Sec. 10, T6S, R3W, Cloud Co.	Rolling Hills	34.5	34.5	N/A
Cuba: NE 1/4 Sec. 6, T3S, R1W, Republic Co.	Rolling Hills	34.5	12.5	<u>2-1.44%</u>
Esbon: NE 1/4 Sec. 10, T3S, R10W, Jewell Co.	Rolling Hills	34.5	12.5	<u>2-1.44%</u>
Farmway: SW 1/4 Sec. 25, T6S, R9W, Mitchell Co.	Rolling Hills	34.5	0.48	<u>2-1.44%</u>
Gilbert: NE 1/4 Sec. 1, T7S, R7W, Mitchell Co.	Rolling Hills	34.5	12.5	<u>2-1.44%</u>

¹ The delivery point meter was relocated to the high-side of the transformer in 2020.

KEPCo – Mid-KansasSunflower Electric Company, LLC Power Corporation
Attachment F – Service Agreement for Network Integration Transmission Service
January 11, 2012
May 1, 2021 R1

Prairie Land Division				
Name: Location	KEPCo Member	Delivery Volt. (kV)	Metered Volt. (kV)	Transformation % Loss Factor
Hunter: NE 1/4 Sec. 34, T6S, R8W, Mitchell Co.	Rolling Hills	34.5	12.5	2.1 .44%
Jewell: SW 1/4 Sec. 18, T4S, R7W, Jewell Co.	Rolling Hills	34.5	12.5	2.1 .44%
LTM Smith: SW 1/4 Sec. 10, T4S, R13W, Smith Co.	Rolling Hills	34.5	0.14	2.1 .44%
Mankato: NW 1/4 Sec. 23, T3S, R8W, Jewell Co.	Rolling Hills	34.5	12.5	2.1 .44%
Osborne: SW 1/4 Sec. 20, T6S, R12W, Osborne Co.	Rolling Hills	34.5	12.5	2.1 .44%
Republic: NE 1/4 Sec. 15, T2S, R5W, Republic Co.	Rolling Hills	34.5	12.5	2.1 .44%
Rice: SW 1/4, NE 1/4 Sec. 32, T5S, R2W, Cloud Co.	Rolling Hills	34.5	12.5	2.1 .44%
Solomon: NE 1/4 Sec. 34, T6S, R8W, Mitchell Co.	Rolling Hills	34.5	12.5	2.1 .44%
Peterson Grain: NW 1/4 Sec. 19, T3S, R11W, Smith Co.	Rolling Hills	34.5	0.48	N/A ²

² The delivery point meter includes Transformer Loss Compensation.

KEPCo – ~~Mid-Kansas~~Sunflower Electric ~~Company, LLC~~Power Corporation
Attachment F – Service Agreement for Network Integration Transmission Service
~~January 11, 2012~~
May 1, 2021 R1

Southern Pioneer				
Name: Location	KEPCo Member	Delivery Volt. (kV)	Metered Volt. (kV)	Transformation % Loss Factor
Comanche: SE 1/4 Sec. 1, T32S, R19W, Comanche Co.	CMS	34.5	34.5	N/A
Correll: SE 1/4 Sec. 24, T34S, R33W, Seward Co.	CMS	34.5	13.2	2.1 <u>1.41</u> %
Cudahy: SW 1/4 Sec. 2, T31S, R28W, Meade Co.	CMS	34.5	13.2	2.1 <u>1.41</u> %
Englewood: SE 1/4 Sec. 24, T33S, R25W, Clark Co.	CMS	13.8	13.2	2.1 <u>1.41</u> %
Fowler: SE 1/4 Sec. 6, T31S, R26W, Meade Co.	CMS	34.5	13.2	2.1 <u>1.41</u> %
Meade: SW 1/4 Sec. 2, T31S, R28W, Meade Co.	CMS	34.5	34.5	N/A
Miller: NW/4 Sec. 10, T32S, R17W, Comanche Co.	CMS	34.5	24.9	N/A ³
Plains: NW 1/4 Sec. 22, T33S, R30W, Meade Co.	CMS	34.5	34.5	N/A
Medicine Lodge: NE 1/4 Sec. 4, T32S, R12W, Barber Co.	Ninnescah	13.8	13.2	2.1 <u>1.41</u> %
Sun City: SE 1/4 Sec. 3, T32S, R15W, Barber Co.	Ninnescah	34.5	7.2	2.1 <u>1.41</u> %

³ The delivery point meter includes Transformer Loss Compensation.

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Western				
Name: Location	KEPCo Member	Delivery Volt. (kV)	Metered Volt. (kV)	Transformation % Loss Factor
City of Wilson: NE 1/4 Sec. 24, T14S, R11W, Russel Co.	Rolling Hills	34.5	4.2	2.1 .44%
Ellsworth: SW 1/4 Sec. 14, T15S, R9W, Ellsworth Co.	Rolling Hills	34.5	12.5	N/A ⁴
Holyrood: NE 1/4 Sec. 35, T14S, R10W, Ellsworth Co.	Rolling Hills	34.5	34.5	N/A
Kanopolis: NW 1/4 Sec. 30, T15S, R7W, Ellsworth Co.	Rolling Hills	34.5	34.5	N/A
Layton: NE 1/4 Sec. 20, T9S, R15W, Osborne Co.	Rolling Hills	34.5	34.5	N/A
Lucas: NE 1/4 Sec. 15, T12S, R11W, Russell Co.	Rolling Hills	34.5	12.5	2.1 .44%
Natoma: SW 1/4 Sec. 9, T10S, R15W, Osborne Co.	Rolling Hills	34.5	2.4	2.1 .44%
Vesper: SW 1/4 Sec. 11, T12S, R10W, Lincoln Co.	Rolling Hills	34.5	12.5	2.1 .44%
Wilson: SE 1/4 Sec. 11, T14S, R10W, Ellsworth Co.	Rolling Hills	34.5	12.5	2.1 .44%
PXP Natoma: NW 1/4 Sec. 36, T9S, R17W, Rooks Co.	Rolling Hills	34.5	34.5	N/A

⁴ The delivery point meter includes Transformer Loss Compensation.

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Wheatland				
Name: Location	KEPCo Member	Delivery Volt. (kV)	Metered Volt. (kV)	Transformation % Loss Factor
Alameda: NE/4 Sec. 28 , T28S, R7W, Kingman	Ark Valley	34.5	12.5	2.1%
Kingman: NE/4 Sec. 29, T27S, R7W, Kingman	Ark Valley	34.5	12.5	2.1%
Pretty Prairie: SW 1/4 Sec. 34, T25S, R7W, Reno Co.	Ark Valley	34.5	34.5	N/A
Attica: NE 1/4 Sec. 5, T32S, R8W, Harper Co.	Ninnescah	34.5	12.5	2.1%
Caldwell: NW 1/4 Sec. 31, T34S, R3W, Sumner Co.	Sumner-Cowley	34 12.5	12.5	2.1%
Milan: NW 1/4 Sec. 19, T32S, R3W, Sumner Co.	Sumner-Cowley	34.5	12.5	2.1%
Norwich: NW 1/4 Sec. 7, T30S, R5W, Kingman Co.	Sumner-Cowley	34.5	34.5	N/A
Runnymede: SW 1/4 Sec. 2, T32S, R6W, Harper Co.	Sumner-Cowley	34.5	34.5	N/A
Bluff City: SW ½ Sec. 2, T34S R5W, Harper Co.	Sumner-Cowley	12.5	12.5	2.1%

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Victory				
Name: Location	KEPCo Member	Delivery Volt. (kV)	Metered Volt. (kV)	Transformation % Loss Factor
Mullinville: NW 1/4 Sec. 25, T28S, R20W, Kiowa Co.	Ninnescah	34.5	12.5	2.1 .44%
Bucklin: NE 1/4 Sec. 28, T28S, R21W, Ford Co.	Victory	34.5	13.2	2.1%
Cimarron: SW 1/4 Sec. 26, T26S, R28W, Gray Co.	Victory	34.5	13.2	2.1%
Copeland: NW 1/4 Sec. 15, T30S, R30W, Meade Co.	CMS	34.5	13.2	2.1 .44%
Ford: SW 1/4 Sec. 29, T27S, R22W, Ford Co.	Victory	34.5	13.2	2.1%
Gray: NW 1/4 Sec. 26, T24S, R24W, Gray Co.	Victory	34.5	13.2	2.1%
Kalvesta: NW 1/4 Sec. 36, T23S, R26W, Ford Co.	Victory	34.5	13.2	2.1%
Koch IND: NE 1/4 Sec. 22, T26S, R24W, Ford Co.	Victory	34.5	4.2	2.1%
Montezuma: NW 1/4 Sec. 27, T28S, R29W, Gray Co.	Victory	34.5	13.2	2.1%
Mulberry: SE 1/4 Sec. 8, T28S, R25W, Ford Co.	Victory	34.5	13.2	2.1%
N.W.Dodge: NW 1/4 Sec. 15, T26S, R25W, Ford Co.	Victory	13.8	13.8	2.1%
Praxair: NE 1/4 Sec. 22, T26S, R24W, Ford Co.	Victory	34.5	4.2	2.1%
Richland Valley: NE 1/4 Sec. 26, T28S, R25W, Ford Co.	Victory	34.5	34.5	N/A
Spearville: SE 1/4 Sec. 20, T25S, R22W, Ford Co.	Victory	34.5	34.5	N/A
Wright: SW 1/4 Sec. 25, T26S, R24W, Ford Co.	Victory	34.5	13.2	2.1%

EXHIBIT B

Executed KEPCo NITSA

(Attached)

ATTACHMENT F

SERVICE AGREEMENT FOR NETWORK INTEGRATION TRANSMISSION SERVICE

This Network Integration Transmission Service Agreement ("Service Agreement") is entered into this 1st day of May, 2021, by and between **Kansas Electric Power Cooperative, Inc.** ("KEPCo" or "Network Customer"), and **Sunflower Electric Power Corporation, as successor by merger with Mid-Kansas Electric Company, Inc., formerly known as Mid-Kansas Electric Company, LLC** ("Sunflower" or "Transmission Provider"). The Network Customer and Transmission Provider shall be referred to individually as "Party" and collectively as "Parties."

WHEREAS, the Transmission Provider has determined that the Network Customer has made a valid request for Network Integration Transmission Service in accordance with the Transmission Provider's Open Access Transmission Tariff ("Tariff") filed with the Kansas Corporation Commission ("Commission"), as it may from time to time be amended;

WHEREAS, the Transmission Provider administers Network Integration Transmission Service for Transmission Owners of the 34.5 kV and lower voltage facilities used to serve Network Customer and acts as agent for the Transmission Owners in providing service under the Tariff;

WHEREAS, the Network Customer has represented that it is an Eligible Customer under the Tariff; and

WHEREAS, the Parties intend that capitalized terms used herein shall have the same meaning as in the Tariff.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, the Parties agree as follows:

- 1.0** The Transmission Provider agrees, during the term of this Service Agreement, as it may be amended from time to time, to provide Network Integration Transmission Service in accordance with the Tariff to enable delivery of power and energy from the Network Customer's Network Resources that the Network Customer has committed to meet its load.

- 2.0** The Network Customer agrees to take and pay for Network Integration Transmission Service in accordance with the provisions of Parts I, III and V of the Tariff and this Service Agreement with attached specifications.
- 3.0** The terms and conditions of such Network Integration Transmission Service shall be governed by the Tariff, as in effect at the time this Service Agreement is executed by the Network Customer, or as the Tariff is thereafter amended or by its successor tariff, if any. The Tariff, as it currently exists, or as it is hereafter amended, is incorporated in this Service Agreement by reference. In the case of any conflict between this Service Agreement and the Tariff, the Tariff shall control. The Network Customer has been determined by the Transmission Provider to have a Completed Application for Network Integration Transmission Service under the Tariff. The completed specifications are based on the information provided in the Completed Application and are incorporated herein and made a part hereof as Attachment 1.
- 4.0** Service under this Service Agreement shall commence on such date as it is permitted to become effective by the Commission. This Service Agreement shall be effective coterminous with that certain Service Agreement for Network Integration Transmission Service by an between Network Customer and the Southwest Power Pool, Inc. (SPP NITSA) as such SPP NITSA shall be in effect from time to time provided that this Service Agreement may be terminated by the Network Customer by giving the Transmission Provider one-year advance written notice or by the mutual written consent of the Transmission Provider and Network Customer. Upon termination, the Network Customer remains responsible for any outstanding charges, including all costs incurred and apportioned or assigned to the Network Customer under this Service Agreement.
- 5.0** The Transmission Provider and Network Customer have executed a Network Operating Agreement as required by the Tariff.
- 6.0** Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated

below. Such representative and address for notices or requests may be changed from time to time by notice by one Party or the other.

Sunflower (Transmission Provider)

Sunflower Electric Power Corporation
President and CEO
301 West 13th Street
P.O. Box 1020
Hays, Kansas 67601
Phone: 800-354-3638
Fax: 785-623-3395

KEPCo (Network Customer)

Kansas Electric Power Cooperative, Inc.
Executive Vice President/CEO
Kansas Electric Power Cooperative, Inc.
600 S.W. Corporate View
P.O. Box 4877
Topeka, Kansas 66604
Phone: 785-273-7010
Fax: 785-271-4888

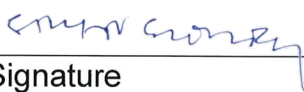
- 7.0** This Service Agreement shall not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld. However, either Party may, without the need for consent from the other, transfer or assign this Service Agreement to any person succeeding to all or substantially all of the assets of such Party. However, the assignee shall be bound by the terms and conditions of this Service Agreement. Notwithstanding the foregoing, KEPCo's interest in this Agreement may be assigned, transferred, mortgaged or pledged by KEPCo without the consent of the other Parties for the purpose of creating a security interest for the benefit of the United States of America, acting through Rural Utilities Service (RUS), and thereafter the RUS, without the approval of the Parties or their Lenders, may cause the RUS's interest in this Agreement to be sold, assigned, transferred or otherwise disposed of to a third party.
- 8.0** Nothing contained herein shall be construed as affecting in any way the Transmission Provider's or a Transmission Owner's right to unilaterally make application to the Commission, or other regulatory agency having jurisdiction, for

any change in the Tariff or this Service Agreement under applicable law and any rules and regulations promulgated thereunder, or the Network Customer's rights under applicable law and rules and regulations promulgated thereunder.

- 9.0** By signing below, the Network Customer verifies that all information submitted to the Transmission Provider to provide service under the Tariff is complete, valid and accurate, and the Transmission Provider may rely upon such information to fulfill its responsibilities under the Tariff.

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

TRANSMISSION PROVIDER



Signature

Stuart S. Lowry

Printed Name

President and CEO

Title

6/14/2021

Date

NETWORK CUSTOMER



Signature

Suzanne Lane

Printed Name

Executive Vice President and CEO

Title

6/14/2021

Date

Attachment 1 to the Network Integration Transmission Service Agreement

**BETWEEN SUNFLOWER ELECTRIC POWER CORPORATION and
KANSAS ELECTRIC POWER COOPERATIVE, INC.**

SPECIFICATIONS FOR NETWORK INTEGRATION TRANSMISSION SERVICE

1.0 Network Resources

The Network Resources are listed in Appendix 1.

2.0 Network Loads

The Network Load consists of the bundled native load or its equivalent for Network Customer load in the Sunflower Electric Power Corporation (Sunflower) Control Area as listed in Appendix 2.

The Network Customer's Network Load shall be measured on an hourly integrated basis, by suitable metering equipment located at each connection and delivery point, and each generating facility. The meter owner shall cause to be provided to the Transmission Provider, Network Customer and applicable Transmission Owner, on a monthly basis such data as required by Transmission Provider for billing. The Network Customer's load shall be adjusted, for settlement purposes, to include applicable Transmission Owner transmission and distribution losses, as applicable, as specified in Sections 8.5 and 8.6, respectively. For a Network Customer providing retail electric service pursuant to a state retail access program, profiled demand data, based upon revenue quality non-IDR meters, may be substituted for hourly integrated demand data.

Measurements taken and all metering equipment shall be in accordance with the Transmission Provider's standards and practices for similarly determining the Transmission Provider's load. The actual hourly Network Loads, by delivery point, internal generation site and point where power may flow to and from the Network Customer, with separate readings for each direction of flow, shall be provided.

3.0 Affected Control Areas and Intervening Systems Providing Transmission Service

The affected control area is Sunflower. The intervening systems providing transmission service are [none].

4.0 Electrical Location of Initial Sources

See Appendix 1.

5.0 Electrical Location of the Ultimate Loads

The loads of KEPCo identified in Section 2.0 hereof as the Network Load are electrically located within the Sunflower Control Area.

6.0 Delivery Points

The delivery points are the interconnection points of KEPCo identified in Section 2.0 as the Network Load.

7.0 Receipt Points

The Points of Receipt are listed in Appendix 2.

8.0 Compensation

Service under this Service Agreement may be subject to some combination of the charges detailed below. The appropriate charges for individual transactions will be determined in accordance with the terms and conditions of the Tariff.

8.1 Transmission Charge

Monthly Demand Charge shall be the Divisional, Local Access Delivery Service Monthly Rate in the Tariff, billed to Local Points of Delivery identified in Appendix 3.

8.2 System Impact and/or Facility Study Charge

Studies may be required in the future to assess the need for system reinforcements in light of the ten-year forecast data provided. Future charges, if required, shall be in accordance with Section 32 of the Tariff.

8.3 Direct Assignment Facilities Charge

8.4 Ancillary Service Charges

8.4.1 The following Ancillary Services are required under this Service Agreement.

- a) Scheduling, System Control and Dispatch Service per Schedule 1 of the Tariff.
- b) Tariff Administration Service per Schedule 1-A of the Tariff.

- c) Reactive Supply and Voltage Control from Generation Sources
Service per Schedule 2 of the Tariff.
- d) Regulation and Frequency Response Service per Schedule 3 of the
Tariff.
- e) Energy Imbalance Service per Schedule 4 of the Tariff.
- f) Operating Reserve – Spinning Reserve Service per Schedule 5 of
the Tariff.
- g) Operating Reserve – Supplemental Reserve Service per Schedule
6 of the Tariff.

The Ancillary Services may be self-supplied by the Network Customer or provided by a third party in accordance with Sections 8.4.2 through 8.4.4, with the exception of the Ancillary Services for Schedules 1, 1-A, and 2, which must be purchased from the Transmission Provider.

8.4.2 In accordance with the Tariff, when the Network Customer elects to self-supply or have a third party provide Ancillary Services, the Network Customer shall indicate the source for its Ancillary Services to be in effect for the upcoming calendar year in its annual forecasts. If the Network Customer fails to include this information with its annual forecasts, Ancillary Services will be purchased from the Transmission Provider in accordance with the Tariff.

8.4.3 When the Network Customer elects to self-supply or have a third party provide Ancillary Services and is unable to provide its Ancillary Services, the Network Customer will pay the Transmission Provider for such services and associated penalties in accordance with the Tariff as a result of the failure of the Network Customer's alternate sources for required Ancillary Services.

8.4.4 All costs for the Network Customer to supply its own Ancillary Services shall be the responsibility of the Network Customer.

8.5 Real Power Losses – Transmission

8.6 Real Power Losses – Distribution

The Network Customer shall replace losses in accordance with the Tariff. Loss repayment shall include provision for losses in the Transmission System plus any transformation losses shown in Appendix 3, provided that the transformer loss factor shown in Appendix 3 shall not apply where transformer loss compensation is included in the delivery point meter settings. To the extent that the Network Customer pays for losses pursuant to the SPP NITSA, it shall not be obligated to pay duplicative charges under the Tariff.

8.7 Power Factor Correction Charge

The Network Customer shall provide adequate reactive compensation for its Network Load to maintain the load power factor at each of the delivery points shown in Appendix 3 between .95 lagging and .98 leading. The Network Customer will correct conditions that result in excessive reactive flows as soon as practical upon notification from the Transmission Provider. If the condition is not promptly corrected, the Network Customer shall compensate the Transmission Provider for excessive reactive flows at a rate consistent with SPP market practices. The Parties shall maintain the system voltages on their respective side of the Receipt Point in accordance with Good Utility Practice.

8.8 Re-dispatch Charge

Re-dispatch charges shall be in accordance with Section 33.3 of the Tariff.

8.9 Wholesale Distribution Service Charge

8.10 Network Upgrade Charges

8.11 Meter Data Processing Charge

8.12 Other Charges

9.0 Credit for Network Customer-Owned Transmission Facilities

10.0 Designation of Parties Subject to Reciprocal Service Obligation

11.0 Other Terms and Conditions

APPENDIX 1

Network Resources of KEPCo As Shown in the Appendix 1 of the SPP NITSA

On the condition that KEPCo has provided Sunflower with a copy of all applications and related correspondence concerning additional Network Resources at the same time it provides such information to SPP.

APPENDIX 2

Receipt Points of

KEPCo

As Shown in Appendix 2 to the SPP NITSA

On the condition that KEPCo has provided Sunflower with a copy of all applications and related correspondence concerning additional Receipt Points at the same time it provides such information to SPP.

APPENDIX 3 LOCAL POINTS OF DELIVERY

Prairie Land Division				
Name: Location	KEPCo Member	Delivery Volt. (kV)	Metered Volt. (kV)	Transformation % Loss Factor
Clifton: SE 1/4 , NE 1/4 Sec. 23, T6S, R1E, Clay Co.	Bluestem	34.5	12.5	1.44%
Greenleaf: NW 1/4, NW 1/4 Sec. 15, T4S, R4E, Wash. Co.	Bluestem	34.5	12.5	1.44%
Linn: SW 1/4 Sec. 24, T4S, R3E, Washington Co.	Bluestem	34.5	2.4	1.44%
Northern Natural: NE 1/4 Sec.24, T5S, R1E, Wash. Co.	Bluestem	34.5	34.5	N/A ¹
Washington: NW 1/4 Sec. 3, T3S, R3E, Washington Co.	Bluestem	34.5	12.5	1.44%
Glasco: NE 1/4 Sec. 30, T8S, R4W, Cloud Co.	DS&O	34.5	12.5	1.44%
Alton: SE 1/4 Sec. 25, T3S, R15W, Smith Co.	Rolling Hills	34.5	12.5	1.44%
Ames: SW 1/4 Sec. 32, T5S, R1W, Cloud Co.	Rolling Hills	34.5	12.5	1.44%
Bellaire: NW 1/4 Sec. 23, T3S, R12W, Smith Co.	Rolling Hills	34.5	12.5	1.44%
Cedar: SE 1/4 Sec. 25, T3S, R15W, Smith Co.	Rolling Hills	34.5	12.5	1.44%
Clifton: SW 1/4 Sec.13, T5S, R1E, Washington Co.	Rolling Hills	34.5	12.5	1.44%
Concordia: SE 1/4, NE 1/4 Sec. 10, T6S, R3W, Cloud Co.	Rolling Hills	34.5	34.5	N/A
Cuba: NE 1/4 Sec. 6, T3S, R1W, Republic Co.	Rolling Hills	34.5	12.5	1.44%
Esbon: NE 1/4 Sec. 10, T3S, R10W, Jewell Co.	Rolling Hills	34.5	12.5	1.44%
Farmway: SW 1/4 Sec. 25, T6S, R9W, Mitchell Co.	Rolling Hills	34.5	0.48	1.44%
Gilbert: NE 1/4 Sec. 1, T7S, R7W, Mitchell Co.	Rolling Hills	34.5	12.5	1.44%
Hunter: NE 1/4 Sec. 34, T6S, R8W, Mitchell Co.	Rolling Hills	34.5	12.5	1.44%
Jewell: SW 1/4 Sec. 18, T4S, R7W, Jewell Co.	Rolling Hills	34.5	12.5	1.44%
LTM Smith: SW 1/4 Sec. 10, T4S, R13W, Smith Co.	Rolling Hills	34.5	0.14	1.44%
Mankato: NW 1/4 Sec. 23, T3S, R8W, Jewell Co.	Rolling Hills	34.5	12.5	1.44%
Osborne: SW 1/4 Sec. 20, T6S, R12W, Osborne Co.	Rolling Hills	34.5	12.5	1.44%

¹ The delivery point meter was relocated to the high-side of the transformer in 2020.

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Prairie Land Division				
Name: Location	KEPCo Member	Delivery Volt. (kV)	Metered Volt. (kV)	Transformation % Loss Factor
Republic: NE 1/4 Sec. 15, T2S, R5W, Republic Co.	Rolling Hills	34.5	12.5	1.44%
Rice: SW 1/4, NE 1/4 Sec. 32, T5S, R2W, Cloud Co.	Rolling Hills	34.5	12.5	1.44%
Solomon: NE 1/4 Sec. 34, T6S, R8W, Mitchell Co.	Rolling Hills	34.5	12.5	1.44%
Peterson Grain: NW 1/4 Sec. 19, T3S, R11W, Smith Co.	Rolling Hills	34.5	0.48	N/A ²

² The delivery point meter includes Transformer Loss Compensation.

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Southern Pioneer				
Name: Location	KEPCo Member	Delivery Volt. (kV)	Metered Volt. (kV)	Transformation % Loss Factor
Comanche: SE 1/4 Sec. 1, T32S, R19W, Comanche Co.	CMS	34.5	34.5	N/A
Correll: SE 1/4 Sec. 24, T34S, R33W, Seward Co.	CMS	34.5	13.2	1.41%
Cudahy: SW 1/4 Sec. 2, T31S, R28W, Meade Co.	CMS	34.5	13.2	1.41%
Englewood: SE 1/4 Sec. 24, T33S, R25W, Clark Co.	CMS	13.8	13.2	1.41%
Fowler: SE 1/4 Sec. 6, T31S, R26W, Meade Co.	CMS	34.5	13.2	1.41%
Meade: SW 1/4 Sec. 2, T31S, R28W, Meade Co.	CMS	34.5	34.5	N/A
Miller: NW/4 Sec. 10, T32S, R17W, Comanche Co.	CMS	34.5	24.9	N/A ³
Plains: NW 1/4 Sec. 22, T33S, R30W, Meade Co.	CMS	34.5	34.5	N/A
Medicine Lodge: NE 1/4 Sec. 4, T32S, R12W, Barber Co.	Ninnescah	13.8	13.2	1.41%
Sun City: SE 1/4 Sec. 3, T32S, R15W, Barber Co.	Ninnescah	34.5	7.2	1.41%

³ The delivery point meter includes Transformer Loss Compensation.

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Western				
Name: Location	KEPCo Member	Delivery Volt. (kV)	Metered Volt. (kV)	Transformation % Loss Factor
City of Wilson: NE 1/4 Sec. 24, T14S, R11W, Russel Co.	Rolling Hills	34.5	4.2	1.44%
Ellsworth: SW 1/4 Sec. 14, T15S, R9W, Ellsworth Co.	Rolling Hills	34.5	12.5	N/A ⁴
Holyrood: NE 1/4 Sec. 35, T14S, R10W, Ellsworth Co.	Rolling Hills	34.5	34.5	N/A
Kanopolis: NW 1/4 Sec. 30, T15S, R7W, Ellsworth Co.	Rolling Hills	34.5	34.5	N/A
Lucas: NE 1/4 Sec. 15, T12S, R11W, Russell Co.	Rolling Hills	34.5	12.5	1.44%
Natoma: SW 1/4 Sec. 9, T10S, R15W, Osborne Co.	Rolling Hills	34.5	2.4	1.44%
Vesper: SW 1/4 Sec. 11, T12S, R10W, Lincoln Co.	Rolling Hills	34.5	12.5	1.44%
Wilson: SE 1/4 Sec. 11, T14S, R10W, Ellsworth Co.	Rolling Hills	34.5	12.5	1.44%
PXP Natoma: NW 1/4 Sec. 36, T9S, R17W, Rooks Co.	Rolling Hills	34.5	34.5	N/A

⁴ The delivery point meter includes Transformer Loss Compensation.

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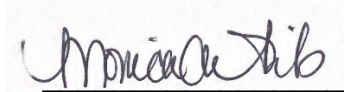
Wheatland				
Name: Location	KEPCo Member	Delivery Volt. (kV)	Metered Volt. (kV)	Transformation % Loss Factor
Alameda: NE/4 Sec. 28 , T28S, R7W, Kingman	Ark Valley	34.5	12.5	2.1%
Kingman: NE/4 Sec. 29, T27S, R7W, Kingman	Ark Valley	34.5	12.5	2.1%
Pretty Prairie: SW 1/4 Sec. 34, T25S, R7W, Reno Co.	Ark Valley	34.5	34.5	N/A
Attica: NE 1/4 Sec. 5, T32S, R8W, Harper Co.	Ninnescah	34.5	12.5	2.1%
Caldwell: NW 1/4 Sec. 31, T34S, R3W, Sumner Co.	Sumner-Cowley	12.5	12.5	2.1%
Milan: NW 1/4 Sec. 19, T32S, R3W, Sumner Co.	Sumner-Cowley	34.5	12.5	2.1%
Norwich: NW 1/4 Sec. 7, T30S, R5W, Kingman Co.	Sumner-Cowley	34.5	34.5	N/A
Runnymede: SW 1/4 Sec. 2, T32S, R6W, Harper Co.	Sumner-Cowley	34.5	34.5	N/A
Bluff City: SW ½ Sec. 2, T34S R5W, Harper Co.	Sumner-Cowley	12.5	12.5	2.1%

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Victory				
Name: Location	KEPCo Member	Delivery Volt. (kV)	Metered Volt. (kV)	Transformation % Loss Factor
Mullinville: NW 1/4 Sec. 25, T28S, R20W, Kiowa Co.	Ninnescah	34.5	12.5	1.44%
Copeland: NW 1/4 Sec. 15, T30S, R30W, Meade Co.	CMS	34.5	13.2	1.44%

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that on this 14th day of June 2021, the above and foregoing *Rebuttal* was submitted to the following parties via electronic mail:



Monica A. Seib

As of 6/14/2021

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